

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

JAMES J. TRABUCCO
SENIOR GENERAL ATTORNEY
(415) 541-1768

RECORDATION NO. 5730-F
Filed 1983

RECORDATION NO. 5730-D
Filed 1983

JUN 14 1983 10:30 PM

INTERSTATE COMMERCE COMMISSION

JUN 16 1983 12:30 PM

June 14, 1983

3-155A027

RECEIVED
JUN 22 1983
OPERATION BR.

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

No.

DATE JUN 16 1983

Fee \$ 60.00
ICC Washington, D. C.

RE: Agreement of Conditional Sale dated as of May 1, 1970, between Pacific Fruit Express Company, The Chase Manhattan Bank, N.A., and Pacific Car and Foundry Company

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and five (5) fully executed counterparts of Assignment and Transfer dated as of May 9, 1983, and Equipment Lease dated as of May 9, 1983, between Southern Pacific Transportation Company, Pacific Fruit Express Company and The Chase Manhattan Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of May 1, 1970, along with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Agreement of Conditional Sale dated as of May 1, 1970, between Pacific Fruit Express Company, The Chase Manhattan Bank, N.A., and Pacific Car and Foundry Company (now PACCAR, Inc.), recorded on July 2, 1970, at 1:55 PM, assigned Recordation No. 5730;

Agreement and Assignment dated as of May 1, 1970, recorded on July 2, 1970, at 1:55 PM, assigned Recordation No. 5730-A;

Supplemental Agreement dated as of May 1, 1970, recorded on September 10, 1970, at 9:00 AM, assigned Recordation No. 5730-B; and

James J. Trabucco
Shirley B. Leonard

6/16/83

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

James J. Trabucco
Southern Pacific Transportation Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/16/83 at 2:30pm, and assigned re-
recording number(s). 5730-D & 5730-E

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 5730-A Filed 1428

JUL 10 1983 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND TRANSFER

dated as of May 9, 1983 and
effective as of April 1, 1983 between

PACIFIC FRUIT EXPRESS COMPANY

and

SOUTHERN PACIFIC TRANSPORTATION COMPANY

Relating to

Agreement of Conditional Sale

dated as of May 1, 1970 between

PACCAR, INC.

(Formerly PACIFIC CAR AND FOUNDRY COMPANY)

and

PACIFIC FRUIT EXPRESS COMPANY

and

Agreement and Assignment

dated as of May 1, 1970 between

PACCAR, INC.

(Formerly PACIFIC CAR AND FOUNDRY COMPANY)

and

THE CHASE MANHATTAN BANK, NATIONAL ASSOCIATION

as Agent

covering

Sale and Purchase of

100 Mechanical Refrigerator Cars

ASSIGNMENT AND TRANSFER, dated as of the 9th day of May, 1983, and effective as of the 1st day of April, 1983, by and between PACIFIC FRUIT EXPRESS COMPANY, a corporation duly organized and existing under the laws of the State of Utah (hereinafter called the "Company"), and SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "SPTCo").

WHEREAS, pursuant to that certain Agreement of Conditional Sale, bearing date as of May 1, 1970, by and between PACCAR, INC. (formerly Pacific Car and Foundry Company), a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Builder"), and the Company (hereinafter called the "Agreement"), Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment consisting of one hundred (100) mechanical refrigerator cars, all as described in the Agreement; and

WHEREAS, the Builder thereafter assigned its rights under the Agreement and its right, title and interest in and to the said railroad equipment to The Chase Manhattan Bank, N.A., a corporation duly organized and existing under the laws of the State of New York, Assignee of the Agreement (hereinafter called the "Assignee"), pursuant to an Agreement and Assignment dated as of May 1, 1970 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, subject to the Assignee's written consent as

required by Article 17 of the Agreement, the Company will, pursuant to the terms of this Assignment and Transfer, dividend, assign and transfer to SPTCo all of its right, title and interest in, to and under said Agreement, and each and every supplement amending the said Agreement and Assignment, and in and to the remaining railroad equipment, which is subject thereto and is now being purchased by the Company thereunder, and which is more particularly described as follows:

Ninety-five (95) mechanical refrigerator cars, PACCAR, INC. (formerly Pacific Car and Foundry Company), builder; lettered PFE and numbered 459301-459323, 459325-459343, 459345-459348, 459350-459363, 459365-459373 and 459375-459400 (hereinafter, called, collectively the "Equipment").

As provided in this Assignment and Transfer herein below, SPTCo will assume the obligations, liabilities and payments due or to become due from the Company under the terms and conditions of the Agreement and the Assignment, and each and every supplement thereto; and

WHEREAS, subject to the Assignee's written consent as required by Article 17 of the Agreement and subsequent to the Company's transfer by dividend of its interest in the Agreement as supplemented, and of the Equipment to SPTCo as aforesaid, SPTCo will lease-back and transfer possession of the Equipment to the Company pursuant to an Equipment Lease (hereinafter called the "Equipment Lease") to be entered into by them; and

WHEREAS, the Company has well and truly performed all the covenants and conditions on its part to be performed

under the said Agreement, including all payments required of it to be made to the Assignee, and is, therefore, in good standing under the Agreement, as supplemented.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company does hereby dividend, assign, transfer and set over unto SPTCo all of its right, title and interest in and to the Agreement and each and every supplemental agreement amending said Agreement and Assignment, respectively, and in and to the said Equipment described therein.

SPTCo hereby accepts the foregoing dividend, assignment and transfer of the Company's right, title and interest in and to the Agreement and the Assignment and in and to the Equipment described therein, and does hereby covenant and agree to assume and fulfill all obligations and covenants of, and to make any and all payments due or to become due from, the Company under the terms and conditions of the Agreement and the Assignment, and each and every supplemental agreement amending said Agreement and Assignment.

Subsequent to their execution of this Assignment and Transfer, SPTCo and the Company do each hereby agree that they shall enter into the Equipment Lease providing for the lease-back and transfer of possession of the Equipment from SPTCo to the Company at the rental and upon the other terms and provisions as set forth therein. SPTCo and the Company

each further agree that said Equipment Lease to be entered into between them shall be subject to and subordinate to all of the terms, covenants and conditions of the Agreement and the Assignment, and each and every supplemental agreement amending said Agreement and Assignment.

[Corporate Seal]

ATTEST:

PACIFIC FRUIT EXPRESS COMPANY

T. F. Adomell
Secretary

By *T. D. Egan*
Vice President and General Manager

[Corporate Seal]

ATTEST:

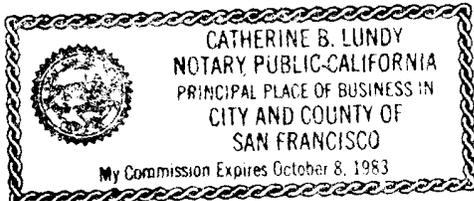
SOUTHERN PACIFIC TRANSPORTATION
COMPANY

L. Horat
Secretary

By *Burns J. McPherson*
Assistant Vice President and Treasurer

STATE OF CALIFORNIA)
) ss:
CITY AND COUNTY OF SAN FRANCISCO)

On this 9th day of May, 1983, before me personally appeared T. D. ELLEN, to me personally known, who being by me duly sworn, says that he is Vice President and General Manager of PACIFIC FRUIT EXPRESS COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Catherine B. Lundy
NOTARY PUBLIC

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO) SS:

On this 9th day of May, 1983, before me personally appeared B. G. McPHEE, to me personally known, who being by me duly sworn, says that he is Assistant Vice President and Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Catherine B. Lundy
NOTARY PUBLIC

CONSENT OF ASSIGNEE

The Chase Manhattan Bank, National Association, a corporation organized and existing by virtue of the laws of the United States of America (Assignee"), hereby consents to the foregoing Assignment and Transfer dated as of the 13th day of May, 1983, and effective as of the 1st day of April, 1983, between Pacific Fruit Express Company (the "Company") and Southern Pacific Transportation Company ("SPTCo") in which the Company seeks to dividend, assign and transfer to SPTCo all of its right, title and interest in, to and under the Agreement of Conditional Sale dated as of May 1, 1970 by and between PACCAR, INC., formerly Pacific Car and Foundry Company, and the Company in and to the remaining 95 mechanical refrigerator cars (the "Equipment") described therein. The Assignee further consents to the lease-back and transfer of possession of said Equipment from SPTCo to the Company pursuant to the Equipment Lease to be entered into between them, as described in the Assignment and Transfer.

Dated at New York, New York, this 13th day of May, 1983.

ATTEST:

Sean O'Brien
Assistant Secretary

THE CHASE MANHATTAN BANK,
NATIONAL ASSOCIATION

By *[Signature]*
Vice President

STATE OF NEW YORK)
) ss:
CITY AND COUNTY OF NEW YORK)

On this 13th day of May, 1983, before me personally appeared DAVID K. LEVERICH, to me personally known, who, being by me duly sworn, says that he is Vice President of The Chase Manhattan Bank, National Association; that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


NOTARY PUBLIC

My Commission Expires:

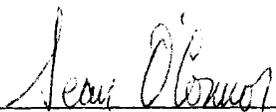
PHILIP G. LANE
Notary Public, State of New York
No. 18102445
County of New York
Certified to Practice in New York County
Commission Expires March 30, 1985

CONSENT OF ASSIGNEE

The Chase Manhattan Bank, National Association, a corporation organized and existing by virtue of the laws of the United States of America (Assignee"), hereby consents to the foregoing Assignment and Transfer dated as of the 13th day of May, 1983, and effective as of the 1st day of April, 1983, between Pacific Fruit Express Company (the "Company") and Southern Pacific Transportation Company ("SPTCo") in which the Company seeks to dividend, assign and transfer to SPTCo all of its right, title and interest in, to and under the Agreement of Conditional Sale dated as of May 1, 1970 by and between PACCAR, INC., formerly Pacific Car and Foundry Company, and the Company in and to the remaining 95 mechanical refrigerator cars (the "Equipment") described therein. The Assignee further consents to the lease-back and transfer of possession of said Equipment from SPTCo to the Company pursuant to the Equipment Lease to be entered into between them, as described in the Assignment and Transfer.

Dated at New York, New York, this 13th day of May, 1983.

ATTEST:



Assistant Secretary

THE CHASE MANHATTAN BANK,
NATIONAL ASSOCIATION

By 

Vice President

STATE OF NEW YORK)
)
CITY AND COUNTY OF NEW YORK) ss:

On this 13th day of May, 1983, before me personally appeared DAVID K. LEVERICH, to me personally known, who, being by me duly sworn, says that he is Vice President of The Chase Manhattan Bank, National Association; that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



NOTARY PUBLIC

My Commission Expires:

PHILIP G. KANE
Notary Public, State of New York
No. 00000000000000000000
Qualified in New York County
Certificate filed in New York County
Commission Expires March 31, 1985